

THE HONORABLE LAUREN KING

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MATTHEW ADKISSON, an individual,

Plaintiff,

v.

EPIK HOLDINGS, INC., a Washington
Corporation; EPIK INC., a Washington
Corporation; MASTERBUCKS LLC, a
Wyoming company; ROBERT W.
MONSTER, an individual; and BRIAN
ROYCE, an individual,

Defendants.

No. 2:23-cv-495 LK

DECLARATION OF DAVID PEREZ IN
SUPPORT OF MOTION FOR ENTRY OF
JUDGMENT

I, David A. Perez, declare as follows:

1. I am an attorney licensed to practice law before the courts of the State of Washington. I am an attorney at Perkins Coie LLP, and counsel in this action for Plaintiff Matthew Adkisson. I submit this declaration in support of Plaintiff Matthew Adkisson's Motion for Entry of Judgment. I have personal knowledge of the facts stated herein and, if called upon, could and would testify competently thereto under oath.

2. On June 1, 2023, the parties in this litigation, Case No. 2:23-cv-00495 LK, executed a Settlement Agreement and Consent to Entry of Judgment ("Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

PEREZ DECLARATION ISO MOTION FOR
ENTRY OF JUDGMENT
(NO. 23-CV-495 LK) – 1

Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

1 3. As part of the settlement, Mr. Adkisson and one of the defendants, Robert Monster,
2
3 also executed a Confession of Judgment by Robert W. Monster (the “Confession of Judgment”),
4
5 a true and correct copy of which is attached hereto as **Exhibit 2**.
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7 4. On May 6, 2024, I sent a letter to Mr. Monster by email and by US mail to
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9 Mr. Monster’s personal residence reminding him that his payment obligations were due by May
10
11 31, 2024. I followed up with Mr. Monster by email on May 15 and May 26, but received no
12
13 response. On May 29, my colleague notified Mr. Monster of Mr. Adkisson’s intent to file the
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15 Confession of Judgment on or after June 3, 2024 if timely and full payment was not made to
16
17 Mr. Adkisson under the Settlement Agreement. True and correct copies of the correspondence to
18
19 Mr. Monster are attached hereto as **Exhibit 3**. I did not receive a response from Mr. Monster.
20

21 5. Per the Confession of Judgment, Mr. Adkisson seeks an award of attorneys’ fees
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23 billed to and paid by him, totaling \$129,505.00 in connection with this litigation and enforcement
24
25 of the Confession of Judgment.
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27 6. The requested fees and costs are limited to time billed by Mr. Adkisson’s two
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29 attorneys of record, myself and Christian Marcelo. The request is highly conservative and
30
31 excludes, among other things, time billed by paralegals and other attorneys who assisted in the
32
33 matter, time billed investigating the claims prior to drafting the complaint filed in this matter, and
34
35 other costs associated with this litigation. In total, Mr. Adkisson has reduced the fees he is
36
37 requesting by over \$28,000.
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39 7. I have been a partner with Perkins Coie since 2019. I am the Firmwide Chair of
40
41 Perkins Coie’s Business Litigation practice. After earning my J.D. from Yale Law School, I
42
43 clerked on the U.S. Court of Appeals for the Ninth Circuit. I have also been named a Washington
44
45 “Super Lawyer.” In my extensive litigation practice, I have represented numerous plaintiffs and
46
47 defendants asserting or defending against RICO claims, fraud, and breach of contract claims
48
49 similar to those at issue in this matter. I was lead counsel in this matter.
50
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1 8. Christian Marcelo is Counsel at Perkins Coie and has been with the firm since 2016.
 2
 3 Mr. Marcelo also focuses his practice on intellectual property matters involving domain name
 4 litigation, contract disputes, and intellectual property disputes and has represented both plaintiffs
 5 and defendants in cases involving RICO claims. Mr. Marcelo led efforts in drafting the pleadings,
 6
 7 discovery requests, and the motion for temporary restraining order.
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10
 11 9. The timekeepers involved in this matter on behalf of Mr. Adkisson recorded their
 12 time contemporaneously. All attorneys are instructed that they are legally and ethically obligated
 13 to accurately record their time. To the best of my knowledge, Perkins Coie's billing records
 14 accurately reflect the time that these attorneys devoted to this matter.
 15
 16
 17

18
 19 10. A true and correct copy of detailed time entries, together with the associated
 20 invoice, which were compiled from contemporaneously created time records maintained by
 21 Mr. Adkisson's counsel, isolating the total number of hours for which Mr. Adkisson seeks fees for
 22 each timekeeper, is attached as **Exhibit 4**. I have reviewed these time entries and can confirm to
 23 the best of my knowledge that both billing attorneys efficiently discharged their duties in litigating
 24 this case. All the time reflected in **Exhibit 4** was reasonably spent and necessary to the litigation
 25 of this matter and enforcement of the Confession of Judgment.
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 33 11. The hourly rates reflected in **Exhibit 4** are the billing attorney's customary rates at
 34 the time billed. While at the higher end of hourly rates for large law firms that practice in the
 35 Western District of Washington, our rates are in the range of prevailing rates in this community
 36 and compare favorably with rates charged by other national law firms headquartered out-of-state
 37 who practice in Seattle courts and who, in some instances, have an office in King County,
 38 Washington.
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44
 45 12. Mr. Adkisson's requested attorneys' fees are reasonable in the circumstances. This
 46 case involved several claims, including complicated claims under the RICO statutes. Additionally,
 47 Mr. Monster and the other defendants' conduct increased the fees Mr. Adkisson was forced to
 48 expend. For instance, Mr. Adkisson was forced to file a Motion for Temporary Restraining Order
 49
 50
 51

1 to stop the liquidation of defendants' assets, and preserve funds that rightfully belonged to
2 Mr. Adkisson. This work included a thorough investigation that revealed numerous other
3 consumers that were similarly affected by Monster's conduct, and the preparation of declarations
4 from many such consumers.
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11
12 I declare under penalty of perjury under the laws of the United States that the foregoing is
13 true and correct.
14
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17
18 Executed this 4th day of June, 2024.
19
20

21 /s/ David A. Perez
22 David A. Perez
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CERTIFICATE OF SERVICE

I certify under penalty of perjury that on June 4, 2024, I electronically filed the foregoing DECLARATION OF DAVID PEREZ with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following attorney(s) of record:

Andrew Ramiro Escobar
 Meryl Hulteng
 SEYFARTH SHAW LLP (SEA)
 999 THIRD AVE STE 4700
 SEATTLE, WA 98104
 206-946-4910
 aescobar@seyfarth.com
 mhulteng@seyfarth.com

I further certify that I caused service to be made on the following non-CM/ECF participants by the method(s) indicated:

Robert Monster
Pro Se
 <rob@monsterventurepartners.com>

☒ Via hand delivery
☒ Via U.S. Mail, 1st Class, Postage Prepaid
☐ Via Overnight Delivery
☐ Via Facsimile
☒ Via Email
☐ Other: _____

DATED this 4th day of June, 2024.

/s/ June Starr
 June Starr

CERTIFICATE OF SERVICE
 (NO. 23-CV-495 LK) – 1

EXHIBIT 1

SETTLEMENT AGREEMENT AND CONSENT TO ENTRY OF JUDGMENT

THIS SETTLEMENT AGREEMENT AND CONSENT TO ENTRY OF JUDGMENT (this “Agreement”) is made as of June 1, 2023 (“Effective Date”), by and between Epik LLC, a Wyoming limited liability company (“EPIK”), Epik Holdings, Inc., a Washington corporation, together with its Affiliates and Subsidiaries (“Epik Holdings”), Robert Monster (“Monster”), Brian Royce (“Royce”), and Matthew Adkisson (“Adkisson”) (collectively “Parties” or “Party”).

WHEREAS, Adkisson has certain civil legal claims against Epik Holdings, Monster, and Royce, including but not limited to pending litigation in the case of *Matthew Adkisson v. Epik Holdings Inc et al* (Case No. 2:23-ca-495) (“Claims”);

WHEREAS, the Parties have determined that it is in their mutual best interests to satisfy the outstanding Claims.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter set forth, the Parties hereby agree as follows:

1. Payment by EPIK to Adkisson. Within 3 business days of the full execution and satisfaction of all Conditions Precedent (as defined in the APA) of an Asset Purchase Agreement (“APA”) between EPIK and Epik Holding (“Closing”), EPIK agrees to pay four hundred and seven thousand dollars and 00/100 USD (\$407,000) to Adkisson. In addition to the consideration to be paid by Monster, as set forth in Section 2 below, this will be deemed for purposes of this Agreement to be a full satisfaction of all Claims (“Claim Satisfaction”).
2. Payment and Confession of Judgment Executed by Monster: As part of the Claim Satisfaction, Monster has agreed to pay Adkisson \$100,000 by May 31, 2024. That \$100,000 accrues 8% interest starting on June 1, 2023. Monster also agreed to execute

the Confession of Judgment attached hereto as Exhibit A. Monster agrees to mail his executed original of the Confession of Judgment to Adkisson's counsel, David Perez with Perkins Coie LLP, at the following address: 1201 Third Avenue, Suite 4900, Seattle, WA 98101. Adkisson agrees not to cause the Confession of Judgment to be entered with the Court in *Matthew Adkisson v. Epik Holdings Inc et al* (Case No. 2:23-ca-495) or any other legal proceeding, unless Monster fails to timely pay by May 31, 2024. If Monster timely performs as required under the terms of this Agreement, then Adkisson will destroy the Confession of Judgment and send written confirmation to Monster that it has been destroyed and is unenforceable.

3. Termination. Adkisson agrees and acknowledges that, upon EPIK's payment and receipt of the executed Confession of Judgment that constitute the Claim Satisfaction, the Claims shall be automatically terminated, and that as a result of such termination and of the mutual releases set forth in Section 4 below, no Party shall have any further claims to assets or payments, nor any continuing liabilities or obligations, to another Party of any nature whatsoever with respect to the subject matter of the Claims. Adkisson and counsel for Epik Holdings and Royce will immediately notify the Court in *Matthew Adkisson v. Epik Holdings Inc et al* (Case No. 2:23-ca-495) that the case has been resolved. Adkisson shall immediately move to strike and withdraw his pending Motion for Temporary Restraining Order, pending receipt of EPIK's payment, and Adkisson may re-file the Motion for Temporary Restraining Order if EPIK's payment is not received by the date provided herein. Adkisson shall prepare and coordinate with Epik Holdings, Royce, and Monster to file a stipulated dismissal with prejudice of the lawsuit within one (1) business day of Adkisson's receipt of the payment by EPIK referenced in Section 1 above.

4. Release.

- a. Upon receipt of EPIK's payment and the executed Confession of Judgment Adkisson will and does hereby forever release, remise and discharge EPIK, Epik Holdings, Monster, and Royce, and each of their respective agents, representatives, equity holders, attorneys, accountants, advisors, predecessors, successors, successors-in-interest, assigns, Subsidiaries and Affiliates ("Released Parties") from any and all Claims, and hereby agrees and covenants not to assert or prosecute against the Released Parties any Released Claims that Adkisson ever had, may have, or hereafter can, may or shall have.
- b. EPIK, Epik Holdings, Monster, and Royce, and each of their respective agents, representatives, equity holders, attorneys, accountants, advisors, predecessors, successors, successors-in-interest, assigns, Subsidiaries and Affiliates, will and do hereby forever release, remise and discharge Adkisson from any and all Claims, and hereby agree and covenant not to assert or prosecute against Adkisson any Released Claims that they ever had, may have, or hereafter can, may or shall have.

5. Certain Definitions.

- a) "Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, controls, is controlled by, or is under common control with such Person, (b) each Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, five percent (5%) or more of any capital stock, general or limited partnership interest, or other equity interest of such Person, (c) in the case of a limited liability company, any Person that is the managing member of that Person and in all instances each Person that controls, is controlled by or is under common control with such Person, and (d) each of such Person's officers, directors,

joint venturers and partners, including but not limited to Monster and Royce. For purposes of this definition, “control” (including with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or by contract or otherwise.

- b) “Claim(s)” shall mean, other than any criminal complaints that a Party hereto may have against another Party or its employees, individually or collectively, as applicable, any and all other actions, causes of action, civil claims, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, rights, claims, demands, liabilities, losses, rights to reimbursement, subrogation, indemnification or other payment, costs or expenses, and reasonable attorneys’ fees, whether in law or in equity, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, and whether representing a past, present or future obligation, including but not limited to the Claims set forth in the pending litigation entitled *Matthew Adkisson v. Epik Holdings Inc et al* (Case No.2:23-ca-495).
- c) “Person” shall mean any individual, firm, corporation, business enterprise, trust, association, joint venture, partnership or any other entity, whether acting in an individual, fiduciary or other capacity.
- d) “Released Claims” shall mean, individually and collectively, any and all Claims that may relate in any way to the Claims.

- e) “Subsidiaries” means, with respect to any Person, any corporation, partnership, association or business entity of which more than fifty percent (50%) of the total voting power of shares of stock (or equivalent ownership or controlling interest) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.
6. No Admission. Nothing in this Agreement shall be construed as an admission by any Party to this Agreement of the existence of any Released Claim or of any liability with respect to any or all of such Released Claims or any other past or future act, omission, fact, matter, transaction or occurrence.
7. Waiver of Section 1542. It is the intention of the Parties and their counsel that this Agreement be effective as a full and final accord, satisfaction and release as to the matters released in the prior two paragraphs. In furtherance of this intention, each Party represents, and warrants that it has read and is familiar with California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Each Party, with the advice of counsel, knowingly and voluntarily waives any protection to which it may be entitled under Section 1542 and further waives any protection that may exist under any comparable or similar statutes or principles of law under any and

all states of the United States or of the United States, and covenants not to assert any claims in violation of this waiver.

8. Representations and Warranties. Each Party represents and warrants to the other as follows:

(a) such Party is duly organized, validly existing and in good standing under the laws of its state of organization;

(b) such Party has taken all corporate, limited partnership or limited liability company action required to authorize the execution and delivery of this Agreement, including, without limitation, receiving the approval of such Party's board of directors;

(c) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by such Party does not and will not conflict with, violate or cause a breach of any agreement, contract or instrument to which such Party is a party or any judgment, order or decree to which such Party is subject; and

(d) such Party has not assigned, transferred, or otherwise granted to any person or entity any interest in any Claims released pursuant to this Agreement.

8. General.

(a) Counterparts. This Agreement may be executed in two or more counterparts, including facsimile counterparts, each of which will be an original, and all of which shall constitute one and the same Agreement, which shall be binding and effective on all Parties to this Agreement.

- (b) Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- (c) Governing Law; Venue; Severability. This Agreement will be governed by and construed in accordance with the laws of the state of Washington excluding that body of law pertaining to conflict of laws. Any legal suit, action, or proceeding relating to this Agreement must be situated in the federal or state courts located in King County, Washington. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.
- (d) Complete Understanding; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.
- (e) No Public Announcements. Neither Party shall, without the approval of the other Party, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that such Party shall be so obligated by law, in which case the other Party shall be advised and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.
- (f) Non-Disparagement. The Parties agree that they shall not at any time make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage another Party to this Agreement or any of its subsidiaries or affiliates or their respective

officers, directors, employees, advisors, shareholders, business or reputations. Notwithstanding the foregoing, nothing in this Agreement shall preclude a Party from making truthful statements that are required by applicable law, regulation, or legal process.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

EPIK LLC

Signature: 

By: JM Spear

Title: COO

STATE OF IDAHO

COUNTY OF KOOTENAI

I certify that I know or have satisfactory evidence that JM Spear,
is the person who appeared before me and said person acknowledged that (he/she) signed this
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated this 1 day of June, 2023



Richard Myers

Signature of Notary

Richard Myers

Name of Notary

My appointment expires 10-25-27

Matthew Adkisson

Signature: _____

By: _____

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____,

is the person who appeared before me and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2023

Signature of Notary

Name of Notary

My appointment expires _____

Epik Holdings, Inc.

Signature: _____

By: _____ -

Title: _____

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____,

is the person who appeared before me and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2023

Signature of Notary

Name of Notary

My appointment expires _____

Robert Monster

Signature: Robert Willem Monster

By: Robert Willem Monster

STATE OF Virginia
COUNTY OF Prince William

I certify that I know or have satisfactory evidence that Robert Willem Monster,
is the person who appeared before me and said person acknowledged that (he/she) signed this
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated this 1st day of June, 2023



Emon Christian Moore

Signature of Notary

Emon Christian Moore

Notarized online using audio-video communication

Name of Notary

09/30/2026

My appointment expires _____

Brian Royce

Signature: _____

By: _____

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____,

is the person who appeared before me and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2023

Signature of Notary

Name of Notary

My appointment expires _____

Brian Royce

Signature: Brian Royce

By: CEO

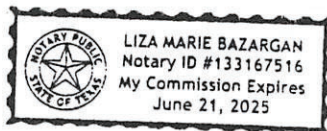
STATE OF TX

COUNTY OF Harris

I certify that I know or have satisfactory evidence that Brian Royce,
is the person who appeared before me and said person acknowledged that (he/she) signed this
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated this 1st day of June, 2023

Liza Bazargan
Signature of Notary



Liza Bazargan
Name of Notary

My appointment expires June 21, 2025

Epik Holdings, Inc.

Signature: Brian Royce

By: Brian Royce

Title: CEO

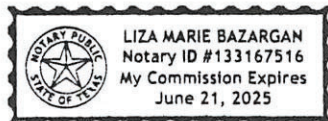
STATE OF TX

COUNTY OF Harris

I certify that I know or have satisfactory evidence that Brian Royce,
is the person who appeared before me and said person acknowledged that (he/she) signed this
instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated this 1st day of June, 2023

Liza Bazargan
Signature of Notary



Liza Bazargan
Name of Notary

My appointment expires June 21, 2025

Matthew Adkisson

Signature: Matthew Adkisson

By: Matthew William Adkisson

STATE OF Florida

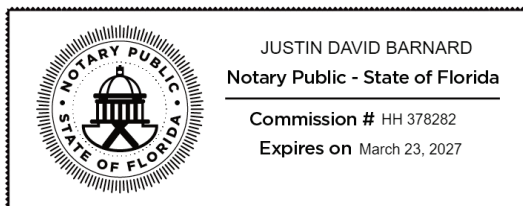
COUNTY OF Hillsborough County

I certify that I know or have satisfactory evidence that Matthew William Adkisson,

is the person who appeared before me and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Matthew William Adkisson produced a Driver's License as identification.

Dated this 1 day of June, 2023



Justin David Barnard

Signature of Notary

Notarized online using audio-video communication Justin David Barnard

Name of Notary

My appointment expires 03/23/2027

EXHIBIT 2

THE HONORABLE LAUREN KING

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MATTHEW ADKISSON, an individual,

Plaintiff,

v.

EPIK HOLDINGS, INC., a Washington
Corporation; EPIK INC., a Washington
Corporation; MASTERBUCKS LLC, a
Wyoming company; ROBERT W.
MONSTER, an individual; and BRIAN
ROYCE, an individual,

Defendant.

No. 2:23-cv-00495-LK

CONFESSION OF JUDGMENT BY
ROBERT W. MONSTER

VERIFIED CONFESSION OF JUDGMENT

Defendant Robert W. Monster confesses judgment in favor of Plaintiff Matthew Adkisson and authorizes the Court to enter judgment against Monster and in favor of Adkisson and grant monetary relief on the following terms

Judgment Creditor:	Matthew Adkisson
Judgment Debtor:	Robert W. Monster
Principal Judgment Amount:	\$100,000.00 less amounts paid by Monster pursuant to the parties' Settlement Agreement and Consent to Entry of Judgment ("Settlement Agreement")

CONFESSION OF JUDGMENT BY DEFENDANT
MONSTER AND ORDER DIRECTING ENTRY OF
JUDGMENT (NO. 2:23-CV-00495-LK) – 1

Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

Trebled Damages:	Trebled damages amounting to trebled Principal Judgment Amount
Interest:	Interest on Principal Judgment Amount at a rate of 8% per annum accruing from June 1, 2023
Attorneys' Fees:	Full attorneys' fees in connection with case No. 2:23-cv-00495-LK and enforcement of this Confession of Judgment.
Costs:	All costs in connection with case No. 2:23-cv-00495-LK and enforcement of this Confession of Judgment.
TOTAL JUDGMENT AMOUNT:	\$300,000 plus Interest, Attorneys' Fees and Costs
This Judgment shall bear interest from the date of entry at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, until satisfied.	

This Confession of Judgment is for a sum that is justly due or that shall become due, as shown by the following facts:

1. In May 2022, plaintiff Matthew Adkisson wired \$327,000.00 to be held in escrow (the "Escrow Funds") by defendant Robert Monster, the founder and majority owner of Epik Holdings, Epik Inc., and Masterbucks LLC (collectively, "Epik"), for the purchase of a domain name. Adkisson requested the return of his Escrow Funds on December 2, 2022. The Escrow Funds were not used for the purchase of the domain name, and \$307,000 of the Escrow Funds were not returned to Adkisson.
2. Adkisson filed suit on March 31, 2023 in the United States District Court for Western District of Washington in Seattle, No. 2:23-cv-00495-LK regarding the misappropriation of the Escrow Funds asserting claims for breach of contract, fraudulent misrepresentation, breach of fiduciary duty, violations of Washington's Consumer Protection Act (RCW 19.86.020, *et. seq.*), violations of the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(a), (c) and (d); unjust enrichment, and conversion. Adkisson sought trebled damages (per 18 U.S.C. § 1964), pre- and post-judgment interest, attorneys' fees, and costs.

CONFESSION OF JUDGMENT BY DEFENDANT
MONSTER AND ORDER DIRECTING ENTRY OF
JUDGMENT (NO. 2:23-CV-00495-LK) – 2

Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

- 1 3. On June 1, 2023, Adkisson and Monster entered into a Settlement Agreement and
2 Consent to Entry of Judgment to resolve their dispute which required that Monster
3 pay Adkisson the total amount of \$100,000.00 by May 31, 2024, with 8% interest
4 accruing from June 1, 2023.
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6
- 7 4. In the event of a default under the Settlement Agreement by Monster, and
8 pursuant to the terms of the Settlement Agreement, Monster authorizes the Court
9 to enter Judgment against him and in favor of Adkisson for the sum of
10 \$100,000.00, trebled, subject to offset for any amounts paid by Monster to
11 Adkisson under the Settlement Agreement, for accrued interest from June 1, 2023,
12 and for attorneys' fees and costs. The judgment amount shall itself bear interest
13 from the date of the entry at the rate of twelve percent (12%) per annum, or the
14 highest rate allowed by law, until satisfied.
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- 17 5. Monster admits and acknowledges that the debt to Adkisson arises out of his
18 failure to make the payments to Adkisson as required by the Settlement
19 Agreement, and that the debt is justly and presently due. In entering this
20 Confession of Judgment, Monster stipulates that the foregoing may be treated as a
21 finding of fact by the Court upon entering this Confession of Judgment.
22
23
- 24 6. Monster agrees that this Confession of Judgment is consent to final judgment, that
25 jurisdiction is not contested, that venue is proper, and that there are no defenses to
26 entry of this Judgment, and that there shall be no just reason for delay of entry.
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- 29 7. Monster also agrees that entry of this Confession of Judgment does not require
30 personal service and requires only five (5) days' written notice (which may be by
31 e-mail) to Monster or his counsel. Monster further agrees that the Confession of
32 Judgment may be entered without the necessity of hearing or prejudgment
33 presentment, as authorized by RCW 4.60 *et seq.*
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8. This Confession of Judgment arises out of a settlement and compromise of Plaintiff's claims in matter No. 2:23-cv-00495-LK. As a material inducement for plaintiff to settle and compromise those claims, Monster agreed to enter into this Confession of Judgment, which Plaintiff can file with the Court in the event Monster fails to perform under the terms of the Settlement Agreement.

I state under oath that the facts set forth above are true to the best of my knowledge and belief.

DATED this 1st day of June, 2023.

Robert Willem Monster

ROBERT MONSTER

Virginia
~~STATE OF WASHINGTON~~)
 Prince William) ss.
~~COUNTY OF KING~~)

On this 1st day of June 2023, personally appeared before me Robert Monster personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed above. Robert Monster signed this document in my presence and acknowledged to me that he *is a defendant in the above-captioned action*, and signed this document voluntarily for its stated purpose.

SUBSCRIBED AND SWORN to before me this 1st day of June, 2023, by

Robert Willem Monster



Emon Christian Moore

(Signature of Notary)

Emon Christian Moore

Notarized online using audio-video communication

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of ~~Washington~~ ^{Virginia}

My Commission Expires: ^{ECM} 09/30/2026

ASSENT BY PLAINTIFF

Plaintiff Matt Adkisson assents to the entry of the above Confession of Judgment
authorized by defendant Robert Monster

DATED this 1st day of June, 20²³.

Matthew Adkisson

MATT ADKISSON

Commonwealth of Virginia
County of Prince William



The foregoing instrument was subscribed and sworn
before me on 06/01/2023 by Matthew Adkisson.

My commission expires: 09/30/2026

Notarized online using audio-video communication

Emon Christian Moore

Notary Public

ORDER

The above Confession of Judgment having been presented to this Court for entry pursuant to motion and in accord with the procedures set forth in RCW 4.60.070, and the Court having found said Confession of Judgment to be sufficient and prepared in accord with the procedures required by Washington law, now, therefore, it is hereby

ORDERED that the Clerk of this Court shall forthwith enter Judgment against defendant _____ in accord with the terms of the Confession of Judgment, in the form attached hereto as Exhibit A.

DATED this ____ day of _____, 20__.

United States District Judge

Presented by:

s/ David A. Perez WSBA #43959
Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Telephone: 206-359-8000
Fax: 206-359-9000
E-mail: DPerez@perkinscoie.com

Attorneys for Plaintiff Matt Adkisson

EXHIBIT 3

From: [Marcelo, Christian W. \(SEA\)](#)
To: rob@monsterventurepartners.com
Cc: [Perez, David A. \(SEA\)](#); [Hand, Rachel \(SEA\)](#)
Subject: RE: Adkisson v. Monster, et al. – Outstanding Payment Under Settlement Agreement
Date: Wednesday, May 29, 2024 12:57:00 PM
Attachments: [2023-06-01 Fully Executed Confession of Judgment.pdf](#)

Mr. Monster,

Per paragraph 7 of the Confession of Judgment (reattached here), this email serves as notice that Mr. Adkisson intends to file the Confession of Judgment on or after June 3, 2024 if full payment under the settlement agreement is not made by May 31, 2024.

Best regards,

Christian

Christian Marcelo | Perkins Coie LLP
D. +1.206.359.3315

From: Perez, David A. (SEA) <DPerez@perkinscoie.com>
Sent: Sunday, May 26, 2024 11:40 AM
To: Hand, Rachel (SEA) <RHand@perkinscoie.com>; rob@monsterventurepartners.com
Cc: Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>
Subject: RE: Adkisson v. Monster, et al. – Outstanding Payment Under Settlement Agreement

Mr. Monster,

The deadline is coming up in about a week. This e-mail thread, to which you have failed to respond, is proof enough that we have tried to work with you. We will get the Confession of Judgment on file, and prepare to collect on your assets, including your home.

We urge you to work with us to resolve this matter. As you know, the \$100,000 you owe Mr. Adkisson immediately becomes *\$300,000* should you fail to pay by May 31.

David

David A. Perez | Perkins Coie LLP
Partner
Firmwide Chair of Business Litigation
Co-Chair Real Estate Litigation
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
p: 206.359.6767
c: 206.618.4293
e: DPerez@perkinscoie.com

<http://www.perkinscoie.com/dperez/>

From: Perez, David A. (SEA)
Sent: Wednesday, May 15, 2024 9:09 AM
To: Hand, Rachel (SEA) <RHand@perkinscoie.com>; rob@monsterventurepartners.com
Cc: Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>
Subject: RE: Adkisson v. Monster, et al. – Outstanding Payment Under Settlement Agreement

Mr. Monster,

Checking in on this, as we will not hesitate to file the Confession of Judgment, and proceed with collection against you and your household.

David

David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

Co-Chair Real Estate Litigation

1201 Third Avenue, Suite 4900

Seattle, WA 98101-3099

p: 206.359.6767

c: 206.618.4293

e: DPerez@perkinscoie.com

<http://www.perkinscoie.com/dperez/>

From: Hand, Rachel (SEA) <RHand@perkinscoie.com>
Sent: Monday, May 06, 2024 11:18 AM
To: rob@monsterventurepartners.com
Cc: Perez, David A. (SEA) <DPerez@perkinscoie.com>; Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>
Subject: Adkisson v. Monster, et al. – Outstanding Payment Under Settlement Agreement

Hi Mr. Monster,

Please see the attached correspondence from David Perez.

Thank you,

Rachel Hand | Perkins Coie LLP

LEGAL PRACTICE ASSISTANT

1201 Third Avenue

Seattle, Washington 98101-3099

D. 206.359.8002

E. RHand@perkinscoie.com

PERKINScoie



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T +1.206.359.8000
F +1.206.359.9000
PerkinsCoie.com

May 6, 2024

David A. Perez
DPerez@perkinscoie.com
D. +1.206.359.6767
F. +1.206.359.7767

VIA MAIL AND EMAIL

Rob Monster
3832 234th Ave. SE
Sammamish, WA 98075
rob@monsterventurepartners.com

Re: Adkisson v. Monster, et al. – Outstanding Payment Under Settlement Agreement

Mr. Monster:

As you know, Perkins Coie is counsel for Matthew Adkisson. We write regarding your outstanding payment obligation to Mr. Adkisson under the Settlement Agreement and Consent to Entry of Judgment that you, Mr. Adkisson and others executed on June 1, 2023 (the "Settlement Agreement"). A copy of the Settlement Agreement is enclosed with this letter.

Under the Settlement Agreement, you agreed to pay Mr. Adkisson \$100,000 by May 31, 2024, with interest accruing at 8% per annum. Mr. Adkisson has not received any payment from you. Please confirm when he should expect to receive your payment.

As a reminder, if you fail to make payment timely and in full by May 31, 2024, Mr. Adkisson is authorized to immediately file the Confession of Judgment you executed, a copy of which is also enclosed. Per the Confession of Judgment, Mr. Adkisson will be entitled to treble damages, and judgment in the amount of \$300,000 plus interest and Mr. Adkisson's attorneys' fees and costs will be entered against you.

Please contact me directly or have your legal counsel do so if you wish to discuss this matter further.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Perez".

David A. Perez

Cc: Matthew Adkisson
Christian W. Marcelo

EXHIBIT 4

Client Name	Matter Name	Tkpr Name	Date	Billed Hrs	Billed Amt	Narrative
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	1/31/2023	1.5	1320	Various e-mails with opposing parties (.4); call with M. Adkisson regarding strategy (.4); e-mails and call with C. Marcelo regarding facts and draft complaint (.7);
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	2/1/2023	0.2	157	Review background materials and confer with D. Perez regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	2/1/2023	1.3	1144	Confer with C. Marcelo regarding complaint and next steps (.7); confer with client regarding same (.6);
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	2/2/2023	1.3	1020.5	Review background materials and confer with D. Perez regarding same; draft complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	2/3/2023	0.4	314	Draft complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	2/6/2023	2	1570	Continue drafting complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	2/7/2023	4.4	3454	Continue drafting complaint; review case law regarding potential claims;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	2/8/2023	1.1	863.5	Draft complaint and emails with D. Perez regarding same; confer with D. Perez regarding complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	2/8/2023	1.1	968	Revise draft complaint and e-mails with C. Marcelo regarding framing;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	2/9/2023	1.1	863.5	Draft complaint and emails with D. Perez regarding same; confer with D. Perez regarding complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	2/9/2023	0.7	616	Confer with C. Marcelo and client regarding response to Monster and Epik;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	2/10/2023	3.8	2983	Review case law regarding RICO claims; review background documents regarding Epik, litigation, and consumer complaints; continue drafting complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	2/11/2023	0.7	616	Revise draft complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	2/13/2023	0.9	706.5	Continue drafting complaint and emails regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	2/13/2023	0.4	352	Confer with C. Marcelo regarding complaint and next steps;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	3/2/2023	0.4	352	Confer with client and C. Marcelo regarding timing for complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	3/6/2023	1.7	1334.5	Telephone conference with M. Adkisson and D. Perez regarding complaint and strategy; emails with Perkins team regarding lien process; revise complaint; confer with N. Fahrer and B. Starkey regarding process for placing lien and emails regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	3/6/2023	1.1	968	Confer with C. Marcelo and M. Adkisson regarding lawsuit and next steps (.5); e-mails with Perkins team regarding lien (.6);

Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	3/7/2023	2.3	1805.5	Prepare Deed of Trust and Promissory Note and confer with Perkins team regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	3/8/2023	1.5	1177.5	Prepare Deed of Trust and Promissory Note and send to M. Adkisson;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	3/13/2023	0.5	392.5	Revise complaint, capture supporting evidence, and emails regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	3/28/2023	0.6	528	Review draft complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	3/30/2023	0.5	392.5	Review and revise complaint, deed of trust, and promissory note;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	3/31/2023	1.6	1256	Review and revise complaint, deed of trust, and promissory note; prepare complaint and supporting documents to file;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	3/31/2023	1.1	968	Review and finalize complaint; various e-mails to defendants;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/3/2023	2	1570	Emails with D. Perez and B. Royce regarding service of complaint and case strategy; coordinate service of complaint; draft acceptance of service and review court requirements regarding same; review background documents regarding Epik, Monster and Royce;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	4/3/2023	0.8	704	Confer with C. Marcelo regarding complaint, service issues, and third party witnesses;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/4/2023	0.3	235.5	Prepare acceptance of service and emails regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/5/2023	0.4	314	Emails with D. Perez regarding case strategy; capture evidence regarding fraud;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	4/5/2023	0.7	616	Confer with C. Marcelo and M. Adkisson regarding service issues, fact development, and witness interviews;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/6/2023	0.2	157	Capture evidence regarding fraud;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/7/2023	1.5	1177.5	Telephone call with potential witness regarding background information on Epik and fraud and email with D. Perez regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/10/2023	1.1	863.5	Emails regarding witness interviews; draft email to Defendants regarding fraudulent transfer of funds; review background fraud documents;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	4/11/2023	0.6	528	Confer with C. Marcelo regarding fact development and outreach to Monster and Epik;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/17/2023	0.8	628	Prepare for settlement conference, attend same, and attention to emails regarding same;

Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/18/2023	0.8	628	Develop strategy for preliminary injunction and temporary restraining order;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	4/18/2023	0.6	528	Confer with C. Marcelo regarding various witnesses and key facts for amended complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/21/2023	0.4	314	Confer with A. Escobar and D. Perez regarding settlement; emails with D. Perez regarding case strategy;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	4/21/2023	1	880	Call with opposing counsel and then debrief with C. Marcelo regarding same (.5); call with M. Adkisson to debrief (.2); outline key tasks post-answer (.3);
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/24/2023	0.5	392.5	Review Answer and Motion to Dismiss and emails with D. Perez regarding strategy for responding to same;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	4/24/2023	0.8	704	Review answer and MTD, and map out response including amended complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/25/2023	0.8	628	Interview with potential fact witness;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/26/2023	1.1	863.5	Emails with D. Perez regarding case strategy and witness interviews;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/27/2023	0.4	314	Confer with D. Perez regarding case strategy and amended complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	4/27/2023	0.7	616	Confer with client and C. Marcelo regarding motion to dismiss, fact interviews, and amended complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/1/2023	1.7	1334.5	Telephone conference with R. Monster and D. Perez regarding Epik and prepare summary regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/2/2023	1.1	863.5	Review procedure for responding to motion to dismiss and amending complaint; draft amended complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/2/2023	0.6	528	Confer with C. Marcelo and client regarding amended complaint and response to MTD;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/3/2023	0.4	314	Review procedure for responding to motion to dismiss and amending complaint; draft amended complaint; review case law regarding RICO claims;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/4/2023	0.3	235.5	Emails with D. Perez and M. Adkisson regarding settlement strategy;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/4/2023	1.4	1232	Various e-mails with team and client regarding Epik's asset sale, and potential grounds for TRO (.8); outline key early discovery (.6);
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/5/2023	0.4	314	Confer with M. Adkisson regarding strategy for settlement and injunctive relief;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/6/2023	0.9	792	Confer with M. Adkisson regarding strategy, and e-mails with opposing counsel regarding Rule 26 conference;

Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/7/2023	4.9	3846.5	Review cases regarding RICO claims and injunctive relief; draft first amended complaint;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/8/2023	0.8	704	Revise FAC and confer with C. Marcelo and client regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/9/2023	3.4	2669	Revise First Amended Complaint; draft Response to Motion to Dismiss;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/9/2023	0.8	704	Revise first amended complaint and confer with C. Marcelo regarding opposition to MTD;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/10/2023	2	1570	Continue drafting Opposition to Motion to Dismiss;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/10/2023	0.8	704	Revise FAC and opposition to MTD, and confer with C. Marcelo and client regarding same;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/11/2023	3.2	2512	Prepare for 26(f) conference; emails with third parties regarding background investigation; draft discovery requests;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/11/2023	0.7	616	Revise MTD and FAC and e-mails with C. Marcelo and client;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/12/2023	6	4710	Prepare for 26(f) conference; emails with third parties regarding background investigation; draft discovery requests; revise response to motion to dismiss;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/12/2023	1.4	1232	Revise motion to dismiss (.6); call with C. Marcelo to discuss strategy and discovery issues (.4); review secured lender documents sent by opposing counsel (.4);
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/14/2023	2.4	1884	Revise response to motion to dismiss;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/15/2023	3.8	2983	Revise response to motion to dismiss and amended complaint and coordinate filing same; draft letters to TVT and JJE; draft discovery requests;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/15/2023	1.1	968	Review and finalize FAC and response to MTD (.8); call with M. Adkisson regarding strategy and next steps (.3);
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/16/2023	2.3	1805.5	Revise response to motion to dismiss and amended complaint and coordinate filing same; draft letters to TVT and JJE; draft discovery requests;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/16/2023	0.6	528	Confer with C. Marcelo and R. Hand re witness interviews;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/17/2023	3.2	2512	Revise response to motion to dismiss and amended complaint and coordinate filing same; draft letters to TVT and JJE; draft discovery requests;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/17/2023	0.7	616	Revise draft discovery requests;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/18/2023	5.5	4317.5	Continue drafting discovery requests to Royce, Monster and Epik entities; draft initial disclosures;

Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/18/2023	0.8	704	Call with potential new plaintiff and e-mails with team regarding same; revise discovery requests to plaintiffs;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/19/2023	0.9	706.5	Revise and coordinate service of discovery requests and initial disclosures;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/19/2023	0.8	704	Various calls with team and client regarding discovery (.3); revise discovery and confer with C. Marcelo regarding requests (.5);
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/21/2023	0.6	528	Confer with team re strategy and next steps; revise discovery requests;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/22/2023	2.2	1727	Witness interview with N. Bostick; prepare weekly update and task list; research regarding temporary restraining order and emails with Perkins team regarding strategy for same; confer with D. Perez regarding strategy for TRO and prepare task list for same; confer with H. Hyatt regarding strategy for TRO;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/22/2023	0.6	528	Review discovery requests and confer with C. Marcelo re strategy;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/23/2023	0.2	157	Develop strategy for TRO and task list for same;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/23/2023	0.8	704	Revise RFAs to defendants;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/24/2023	3	2355	Develop strategy for TRO and task list for same; revise requests for admission;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/24/2023	0.7	616	Confer with client and team on TRO, strategy, and declarations;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/25/2023	4.2	3297	Confer with D. Perez and H. Hyatt regarding strategy for temporary restraining order; revise temporary restraining order; revise requests for admission; witness interviews with third parties regarding declarations;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/25/2023	0.7	616	Confer with team re scope of TRO, strategy, and framing;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/26/2023	1.2	942	Video conference with D. Peterson regarding declaration and draft same; prepare and serve discovery requests;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/26/2023	4.4	3454	Prepare third party declarations and emails regarding same; revise requests for admission; draft motion for TRO; conference call regarding potential settlement and asset purchase;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/26/2023	0.9	792	Confer with team re opposing counsel's e-mails, and client re TRO; call with Registered Agent to discuss transaction;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/29/2023	1.7	1334.5	Prepare declarations of S. Greenspan and M. Casals; video conference with S. Greenspan regarding declaration;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/29/2023	0.8	704	Revise TRO;

Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/30/2023	10.5	8242.5	Video conference with M. Casals regarding third party declaration; telephone conferences with M. Adkisson, D. Perez and R. Monster; draft motion for TRO and supporting documents;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/30/2023	3.3	2904	Revise TRO (1.7); confer with R. Monster regarding asset purchase agreement and status (1.1); calls with client and team regarding strategy, timing, and APA issues (.5);
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	5/31/2023	11.6	9106	Draft motion for TRO and supporting documents and coordinate filing of same;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	5/31/2023	3	2640	Revise TRO (1.6); confer with C. Marcelo and H. Hyatt regarding strategy and next steps (.6); confer with M. Adkisson regarding filings (.8);
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	6/1/2023	4.5	3532.5	Emails regarding third party declarations; review Court Orders and emails regarding same; draft confession of judgment and revise settlement agreement; coordinate execution of settlement agreement and related documents;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	6/1/2023	2.5	2200	Various e-mails, calls, and texts to finalize settlement;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	6/2/2023	0.4	314	Draft notice to withdraw motion for temporary restraining order; draft stipulated dismissal and coordinate filing of same;
Adkisson, Matt	Epik/Monster Lawsuit	Perez, David A.	6/2/2023	0.6	528	Confer with team, opposing, and client regarding finalizing settlement, and payment logistics;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/17/2024	0.5	445	Draft letter to R. Monster and review settlement agreement confession of judgment;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/18/2024	0.4	356	Continue drafting letter to R. Monster regarding settlement payment;
Adkisson, Matt	Epik/Monster Lawsuit	Marcelo, Christian W.	4/23/2024	0.1	89	Revise letter to R. Monster;
				160	129505	